

ACCEPTED
Legal *DOB 10-2-00*

BELLSOUTH

C. Lesley Addis
Manager
Regulatory Matters

Suite 805 - 1600 Hampton Street
Post Office Box 752
Columbia, South Carolina 29202
803-733-6436

*Accepted & put to
98-550-C*

September 21, 2000

RECEIVED
SEP 22 2000
RECEIVED
S.C. PUBLIC SERVICE COMMISSION

The Honorable Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Approval of the **Fourth Amendment** to the **Interconnection Agreement** Negotiated by BellSouth Telecommunications, Inc. and **ACI Corporation**, n/k/a Rhythms Links, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mr. Walsh:

On September 8, 2000, pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and ACI Corporation, n/k/a Rhythms Links, Inc. submitted to the South Carolina Public Service Commission their agreement for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to ACI Corporation, n/k/a Rhythms Links, Inc. Enclosed for filing please find the fourth amendment to the negotiated interconnection agreement. The effective date of the amendment is May 31, 2000, and the effective date of the original agreement is January 8, 1999.

Very truly yours,

C. Lesley Addis
C. Lesley Addis

RECEIVED
SEP 25 2000
RECEIVED
UTILITIES DEPARTMENT
S.C. PUBLIC SERVICE COMMISSION

CLA/jbm

Enclosures

99-343-C

**AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
RHYTHMS LINKS INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED January 8, 1999**

Pursuant to this Amendment (the "Amendment"), Rhythms Links Inc. ("Rhythms") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated January 8, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on January 8, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. All Exhibits in Attachment 11 of the Interconnection Agreement are hereby amended to add the rates for Virtual Collocation Cross Connects as set forth in Exhibit A of this Amendment.
2. The rates set forth in Exhibit A of this Amendment for the states of Alabama, Florida, Georgia, Kentucky, and Tennessee are interim and subject to true-up based on any final rates established by a Commission of competent jurisdiction. The Parties agree and acknowledge that the Parties accept these rates as interim rates subject to true-up, and that the Parties do so without waiving any legal rights and without prejudicing any position the Parties may take before any state or federal regulatory, judicial or legislative body or in any proceeding before such a body.

The rates set forth in Exhibit A of this Amendment for the states of Louisiana, Mississippi, North Carolina and South Carolina are final rates and are not subject to true-up.

3. This Amendment shall have an effective date of May 31, 2000.
4. All other provisions of the Interconnection Agreement dated January 8, 1999 shall remain in full force and effect.
5. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Rhythms Links Inc.

By: Eric H. Cois

Name: Eric H. Cois

Title: Secretary

Date: 6/1/00

BellSouth Telecommunications, Inc.

By: Jerry D. Hendrix

Name: Jerry D. Hendrix

Title: Senior Director

Date: 6/1/00

EXHIBIT A

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
RC - Virtual Collocation - Floor space per square foot	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3966	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects										
RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.